

<b>SOLICITATION, OFFER AND AWARD</b>				PAGE OF PAGES 1   <b>30</b>			
1. CONTRACT NO.		2. SOLICITATION NUMBER DTFAWA-08-R-00049		3. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)			
				4. DATE ISSUED 09/15/2008			
5. REQUISITION/PURCHASE NUMBER WA-08-06295							
6. ISSUED BY FAA AWA 800 Independence Avenue, S.W. Washington DC 20591			7. ADDRESS OFFER TO (If other than Item 6)				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"							
<b>SOLICITATION</b>							
8. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, or if hand carried, in the depository located in _____ until <u>1400 ET</u> local time <u>09/19/2008</u> (Hour) (Date)							
CAUTION: LATE Submissions, Modifications and Withdrawals. All offers are subject to all terms and conditions contained in this solicitation.							
9. FOR INFORMATION CALL		A. NAME Kenneth M. Carter		B. TELEPHONE (NO COLLECT CALLS) AREA CODE: 202 NUMBER: 267-3012 EXT.: _____			
				C. E-MAIL ADDRESS Kenneth.M.Carter@faa.gov			
<b>10. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input type="checkbox"/>	I	CONTRACT CLAUSES	
<input type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICE/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input type="checkbox"/>	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input type="checkbox"/>	L	INSTR., CONDS., AND NOTICES TO OFFERORS	
<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					
OFFER (Must be fully completed by offeror)							
NOTE: Item 11 does not apply if the solicitation includes Minimum Bid Acceptance Period.							
11. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
12. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS (%)		20 CALENDAR DAYS (%)		30 CALENDAR DAYS (%)	
						CALENDAR DAYS (%)	
13. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.	
14A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		15. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
14B. TELEPHONE NUMBER		14C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		16. SIGNATURE		17. OFFER DATE	
AREA CODE NUMBER EXT.							
<b>AWARD (To be completed by CONTRACT AUTHORITY)</b>							
18. ACCEPTED AS TO ITEMS NUMBERED		19. AMOUNT		20. ACCOUNTING AND APPROPRIATION			
21. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:				22. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
23. ADMINISTERED BY (If other than Item 6)		CODE		24. PAYMENT WILL BE MADE BY		CODE	
25. NAME OF CONTRACTING OFFICER (Type or print) Kenneth M. Carter				26. CONTRACT AUTHORITY (Signature of Contracting Officer)		27. AWARD DATE	
IMPORTANT - Award will be made on this Form, or by other authorized official written notice.							

## CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DTFAWA-08-R-00049

PAGE OF

2

30

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Tech Refresh to replace 681 linear scanners for asset tracking Delivery: 30 Days After Award Delivery Location Code: W693190M W693190M 693190 DEPT. OF TRANSPORTATION MAILROOM FIRST FLOOR 800 INDEPENDENCE AVE., S.W. WASHINGTON DC 205910001 US</p> <p>Mark For: Paresh Parekh FOB: Destination Period of Performance: 10/01/2008 to 04/30/2009</p> <p>Scanner Tech Refresh (PPT8800-R3BZ0000R-SB) for Linear Bar Code Scanners to replace 681 PPT-2800</p> <p>Scanner Tech Refresh Electronic &amp; IT: 03</p>				

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Motorola Scanner, Model: PPT8800-R3BZ0000R	681	EA		

GSA Contract #: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

(\*Note: Copy of GSA Schedule must accompany offer).

## PART I - SECTION C SPECIFICATIONS

The Government's need is for 681 new (not refurbished) Motorola rugged scanning units with full 12-month warranty; model number PPT8800-R3BZ0000R "NON WIRELESS" batch device with a 1700 mAh battery, 1D Scanner, with RSS Support, a spare 1700 mAh battery, Pocket PC 2003, 64MB/64MB ROM, PDA 6-Key keypad, MOB-170182-002 -Invision - single slot cradle power supply, MOB-PS6S8800B-U - Invision single slot USB cradle, Motorola 5 year bronze level service agreement (3 day turnaround), loading the FAA Handheld Scanner software on all of the 681 PPT8800 and shipping the PPT8800s to anywhere within the continental United States.

The PPT8800 scanner units should be submitted in a staggered fashion in accordance with the following schedule parameters:

- (a) FAA delivers Software and distribution list for shipping locations at least within 5 days of award
- (b) Contractor Delivery of first article within 30 days of order including S/W installation and regression test to ensure proper operation.
- (c) FAA has 15 days to test scanner unit to ensure operation
- (d) Contractor completes delivery in accordance with the distribution list provided at the same time as the software.

### **Detailed specifications for the PPT8800 are as follows:**

Dimensions: 1.28" high x 3.22" Wide x 5.75" Long

Weight: 10.4oz

Display: Transflective color TFT-LCD, 65K Colors, 240 (W) x 320 (L) (QVGA size)

Touch Panel: Glass analog resistive touch

Backlight: LED backlight

Main Battery: Rechargeable Lithium Ion 1700 mAh

Backup Battery: Ni-MH rechargeable battery, 15mAh 2 cells

CPU: Intel Xscale 400Mhz Processor

Operating Platform: Microsoft Windows Mobile 2003 for Pocket PC's

Memory: 64mb RAM/64mb ROM

Compact Flash (CF) Card Slot: Embedded Type II

Communications Interface: IrDA standard v1.2 (115 kbps)

Embedded Wireless Options: None for PPT8800 Batch Device

Audio: Speaker, microphone, headset jack

Notification: LED, beeper or vibrator

Keypad Options: Backlit Standard PDA 6 keys

1D Decode Capability: UPC/EAN/JAN, Code 39, Code 93, Code 128, Interleaved 2 of 5,  
Discrete 2 of 5, NW-7, UCC/EAN-128, RSS variants.

LED Display: Upper front center (amber and green)

Scan Triggers: Left and right trigger buttons

Operating Temp: 14F-122F

Storage Temp: -13F - 158F

Environmental Sealing: IP54 Category II

Humidity: 5%-90% relative humidity (noncondensing)

Drop Specifications: 4' drop to concrete

Ambient Light: Indoor: 450 ft.-candles Outdoor: 8000 ft.-candles

Electrostatic Discharge (ESD): +/-15 kVDC (air) +/-8 kVDC (contact)

Electrical Safety: Certified to UL1950, CSA C22.2 No. 950, EN60950/IEC950

EMI/RFI: FCC Part 15 Class B, ICES-003 Class B, European Union EMC Directive, Australian SMA

Laser Safety: CDRH Class II, IEC Class 2

**PART I - SECTION D**  
**PACKAGING AND MARKING**

**3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**D1.0 Preservation, Packaging and Packing**

Supplies to be delivered shall be preserved, packaged and packed in accordance with ASTM-D 3951-95, Standard Practice for Commercial Packaging and/or using best commercial practice.

**D2.0 Marking**

In addition to information provided with shipping instructions, all deliverables shall be marked with the following:

- (a) FAA contract number under which the item is being delivered.
- (b) Contractor's name and address.
- (c) List of contents.
- (d) Deliverable requirements as stated in Contract Section C, if applicable.
- (e) Name and routing symbol of person to who deliverable is being sent.

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**3.1-1 Clauses and Provisions Incorporated by Reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.4-2 Inspection of Supplies--Fixed-Price** (November 1997)

**3.10.4-16 Responsibility for Supplies** (April 1996)

**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.1-9           Stop-Work Order (October 1996)**
- 3.10.1-11          Government Delay of Work (April 1996)**
- 3.2.2.8-3          Delivery of Excess Quantities (April 1996)**
- 3.10.1-24          Notice of Delay (November 1997)**

**3.11-34           F.O.B. Destination (April 1999)**

**3.2.2.8-2    Variation in Quantity (April 1996)**

(a) A variation in the quantity of any contract item will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:   0   % increase and   0   % decrease.

**F1.0   Place/Time of Delivery**

Services shall be performed/delivered as required in Section B and Section C (SOW).

**F2.0   Period of Performance**

CLIN 0001                      1 OCTOBER 2008 - 30 APRIL 2009



**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-22 Contracting Officer's Technical Representative (January 2008)**

**G1.0 Contract Administration (FAA)**

The Points of Contact for this Contract are as follows:

Federal Aviation Administration  
 Ken Carter, AJA-47  
 800 Independence Avenue, SW  
 Washington, DC 20591  
 Telephone: (202) 267-3012  
 E-Mail: [Kenneth.M.Carter@faa.gov](mailto:Kenneth.M.Carter@faa.gov)

**Contracting Officer's Technical Representative**

Federal Aviation Administration  
 Paresh Parekh, AJW-161  
 800 Independence Avenue, SW  
 Washington, DC 20591  
 Telephone: (202) 267-8841  
 E-Mail: [Paresh.Parekh@faa.gov](mailto:Paresh.Parekh@faa.gov)

**G2.0 FAA Contracting Officer's (CO) Authority**

The FAA Contracting Officers (CO) assigned to this contract have responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms and conditions of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the CO is the only individual who has the authority to enter into, administer, or terminate this contract. In addition, the CO is the only person authorized to approve changes to any of the requirements under this contract, and notwithstanding any provisions contained elsewhere in this contract, this authority remains solely with the CO.

It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the CO and/or work outside the scope of the contract shall not be reimbursed by the

Government. The Contractor shall immediately notify the CO for clarification when a question arises regarding the authority of any person to act for the CO under the contract.

**G3.0. Contracting Officer's Technical Representative (July 1996) (AMS 3.10.1-22)**

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his or her authorized representative for contract administration functions which do not involve changes to the scope, price, schedule, or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer, and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms, or create any commitment or liability on the part of the Government different from that set forth in the contract.

(b) The Contractor shall immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

**G4.0 INVOICING PROCEDURES - GENERAL (JAN 2002)**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:

(1) The original to:

FAA, Contracting Officer (AJA-47)  
Attn: Ken Carter  
800 Independence Ave., SW  
Washington DC 20591

(2) Two copies to:

FAA Accounts Payable Branch, AMZ-110  
P.O. Box 25710  
Oklahoma City, OK 73125

(3) One copy to:

FAA, Program Manager (AJW-222)  
Attn: Paresh Parekh  
800 Independence Ave., SW  
Washington DC 20591

(b) Each invoice shall highlight the following information:

- (1) Contract number
- (2) Noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided.
- (3) Extended totals for invoiced quantities.

(c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

(d) *Payments.* (1) *Services accepted.* Payment shall be made for services accepted by the Government that have been delivered to the delivery destination(s) set forth in this contract. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

#### G7.0 Accounting & Appropriation Data

The Accounting and Appropriation Data corresponding to this contract will be set forth at contract award.

#### **G5.0 WARRANTY - PRODUCTS (JAN 1997)**

The contractor warrants that by its standard commercial warranty the services, or products ("products" includes equipment, fabrication processes, raw or finished materials, and intermediate assemblies) conform to contract requirements. The contractor also warrants that products are free of design defects and defects in materials or workmanship.

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1                      **Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

<b>3.1-1</b>	<b>Clauses and Provisions Incorporated by Reference (December 2005)</b>
<b>3.1.7-6</b>	<b>Disclosure of Certain Employee Relationships (October 2006)</b>
<b>3.2.2.3-8</b>	<b>Audit and Records (July 2004)</b>
<b>3.2.2.3-29</b>	<b>Integrity of Unit Prices (July 2004)</b>
<b>3.2.2.3-37</b>	<b>Notification of Ownership Changes (July 2004)</b>
<b>3.2.2.3-75</b>	<b>Requests for Contract Information (July 2004)</b>
<b>3.2.2.7-6</b>	<b>Protecting the Government's Interest when Subcontracting with</b>
<b>Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)</b>	
<b>3.2.2.7-8</b>	<b>Disclosure of Team Arrangements (April 2008)</b>
<b>3.2.5-1</b>	<b>Officials Not to Benefit (April 1996)</b>
<b>3.2.5-3</b>	<b>Gratuities or Gifts (January 1999)</b>
<b>3.2.5-4</b>	<b>Contingent Fees (October 1996)</b>
<b>3.2.5-5</b>	<b>Anti-Kickback Procedures (October 1996)</b>
<b>3.2.5-6</b>	<b>Restrictions on Subcontractor Sales to the FAA (April 1996)</b>
<b>3.2.5-7</b>	<b>Disclosure Regarding Payments to Influence Certain Federal Transactions</b>
<b>(June 1999)</b>	
<b>3.2.5-8</b>	<b>Whistleblower Protection for Contractor Employees (April 1996)</b>
<b>3.2.5-13</b>	<b>Contractor Code of Business Ethics and Conduct (July 2008)</b>
<b>3.2.5-14</b>	<b>Display of Hotline Poster(s) (April 2008)</b>
<b>3.3.1-6</b>	<b>Discounts for Prompt Payment (April 1996)</b>
<b>3.3.1-8</b>	<b>Extras (April 1996)</b>
<b>3.3.1-9</b>	<b>Interest (January 2008)</b>
<b>3.3.1-15</b>	<b>Assignment of Claims (April 1996)</b>
<b>3.3.1-17</b>	<b>Prompt Payment (January 2008)</b>
<b>3.3.1-33</b>	<b>Central Contractor Registration (January 2008)</b>
<b>3.3.1-34</b>	<b>Payment by Electronic Funds Transfer/Central Contractor Registration</b>
<b>(October 2005)</b>	
<b>3.3.2-1</b>	<b>FAA Cost Principles (October 1996)</b>
<b>3.6.1-1</b>	<b>Notice of Total Small Business Set-Aside (July 2006)</b>
<b>3.6.2-4</b>	<b>Walsh-Healey Public Contracts Act (April 1996)</b>
<b>3.6.2-9</b>	<b>Equal Opportunity (August 1998)</b>
<b>3.6.2-12</b>	<b>Affirmative Action for Special Disabled and Vietnam Era Veterans (April</b>
<b>2007)</b>	
<b>3.6.2-13</b>	<b>Affirmative Action for Workers With Disabilities (April 2000)</b>
<b>3.6.2-14</b>	<b>Employment Reports on Special Disabled Veterans and Veterans of</b>
<b>Vietnam Era (April 2007)</b>	
<b>3.6.2-37</b>	<b>Notification of Employees' Rights Concerning Payment of Union Dues or</b>
<b>Fees (April 2007)</b>	

3.6.2-38	<b>Certification of Knowledge Regarding Child Labor End Products</b> (July 2007)
3.6.2-39	<b>Trafficking in Persons</b> (January 2008)
3.6.3-1	<b>Clean Air and Water Certification</b> (April 2000)
3.6.3-2	<b>Clean Air and Clean Water</b> (April 1996)
3.6.3-11	<b>Toxic Chemical Release Reporting</b> (April 2008)
3.6.3-16	<b>Drug Free Workplace</b> (January 2004)
3.6.3-17	<b>Efficiency in Energy-Using Products</b> (April 2008)
3.6.4-2	<b>Buy American Act--Supplies</b> (July 1996)
3.6.4-8	<b>Buy American Act--NAFTA Implementation Act--Balance of Payments Program</b> (July 1996)
3.6.4-10	<b>Restrictions on Certain Foreign Purchases</b> (April 1996)
3.9.1-1	<b>Contract Disputes</b> (November 2002)
3.9.1-2	<b>Protest After Award</b> (August 1997)
3.10.1-7	<b>Bankruptcy</b> (April 1996)
3.10.1-12	<b>Changes--Fixed-Price</b> (April 1996)
3.10.1-25	<b>Novation and Change-of-Name Agreements</b> (October 2007)
3.10.2-1	<b>Subcontracts (Fixed-Price Contracts)</b> (April 1996)
3.10.6-1	<b>Termination for Convenience of the Government (Fixed Price)</b> (October 1996)
3.10.6-4	<b>Default (Fixed-Price Supply and Service)</b> (October 1996)
3.13-5	<b>Seat Belt Use by Contractor Employees</b> (January 1999)
3.14-2	<b>Contractor Personnel Suitability Requirements</b> (April 2008)
3.14-3	<b>Foreign Nationals as Contractor Employees</b> (April 2008)
3.14-4	<b>Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals</b> (July 2008)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

None.

## PART IV - SECTION K

## REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

## 3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-70       Taxpayer Identification (July 2004)
- 3.2.2.7-7       Certification Regarding Debarment, Suspension,  
Proposed Debarment, and Other Responsibility  
Matters (April 1996)
- 3.2.5-2       Independent Price Determination (October 1996)
- 3.6.3-1       Clean Air and Water Certification (April 2000)
- 3.6.3-11       Toxic Chemical Release Reporting (August 1998)
- 3.13-4       Contractor Identification Number/Data Universal  
Numbering System (DUNS) Number (April 2006)

**3.2.2.3-10   Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_,  
☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other  
\_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit  
organization, ☐ a joint venture, or ☐ a corporation, registered for business in  
\_\_\_\_\_  
(country)

**3.2.2.3-15   Authorized Negotiators** (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone number: \_\_\_\_\_



**3.2.2.3-35 Annual Representations and Certifications (July 2004)**

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated \_\_\_\_\_ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

(End of provision)

**3.2.2.3-70 Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or

place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**3.2.2.3-76 Representation- Release of Contract Information (July 2004)**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1)☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2)☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

**3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**3.6.2-33 Exemption from Application of Service Contract Act Provisions (for Contracts for Maintenance, Calibration, and/or Repair of Certain ADP, Scientific and Medical, and/or Office and Business Equipment-Contractor Certification) (April 1996)**

(a) The following certification shall be checked:

**Certification**

The offeror certifies ( )/does not certify ( ) that: (1) The items of equipment to be serviced under this contract are commercial items which are used regularly for other than Government purposes, and are sold or traded by the Contractor in substantial quantities to the general public in the course of normal business operations; (2) The contract services are furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, and/or repair of certain ADP, scientific and medical and/or office and business equipment. An "established catalog price" is a price (including discount price) recorded in a catalog, price list, schedule, or other verifiable and established record that is regularly maintained by the manufacturer or the Contractor and is either published or otherwise available for inspection by customers. An "established market price" is a current price, established in the course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated by data from sources independent of the manufacturer or Contractor; and (3) The Contractor utilizes the same compensation (wage and fringe benefits) plan for all service employees performing work under the contract as the Contractor uses for equivalent employees servicing the same equipment of commercial customers.

(b) If a negative certification is made and a Service Contract Act wage determination is not attached to the solicitation, the Contractor shall notify the Contracting Officer as soon as possible.

(c) Failure to execute the certification in paragraph (a) of this clause or to contact the Contracting Officer as required in paragraph (b) of this clause may render the bid or offer nonresponsive.

**3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Offeror check each block that is applicable.]

\_\_\_(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\_\_\_(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

\_\_\_(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

### **3.6.4-15 Buy American Act Certificate (July 1996)**

(a) The offeror certifies that each end product, except as listed below, is a domestic end product (as defined in the clause "Buy American Act-Supplies,") and components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

Excluded End Product Country of Origin


[list as necessary]

(b) The offeror agrees to furnish any additional information as the Contracting Officer may request to verify the above information and to evaluate the offer. Offerors may obtain from the Contracting Officer lists of articles, materials, and supplies except from the Buy American Act.

## PART IV - SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### 3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1       False Statements in Offers (July 2004)
- 3.2.2.3-9       Notice of Possible Standardization (July 2004)
- 3.2.2.3-11      Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12      Amendments to Screening Information Requests  
(July 2004)
- 3.2.2.3-13      Submission of Information/Documentation/Offer  
(July 2004)
- 3.2.2.3-14      Late Submissions, Modifications, and Withdrawals  
of Submittals (July 2004)
- 3.2.2.3-16      Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-17      Preparing Offers (July 2004)
- 3.2.2.3-18      Prospective Offeror's Request for Explanation   (July 2004)
- 3.2.2.3-19      Contract Award (July 2004)
- 3.2.2.3-20      Electronic Offers (July 2004)
- 3.2.2.3-72      Announcing Competing Offerors (July 2004)
- 3.13-4          Contractor Identification Number--Data Universal Numbering System (DUNS)  
Number (April 2006)

### L1.0           INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (Nov 2007)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear is 443120, with a Small Business size standard in dollars of \$8.0 million.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone and facsimile number of the offeror;
- (4) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) Acknowledgment of Solicitation Amendments; if any

To ensure offers reach the Contracting Officer by the date and time specified, offerors may be faxed, scanned and e-mailed, or hand delivered. No late submissions will be considered for award.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

- (1) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS).
- (2) The procurement process will involve the evaluation of the proposals as submitted in response to the Screening Information Request (SIR). The evaluations will permit the FAA to select an offer that is acceptable based on an overall best value and compliance to Brand Name-Mandatory requirements as noted under Section C, Specifications, of this SIR.

Best value is defined as a selection process to describe the solution that is the most advantageous to the FAA, based on the evaluation of price and other factors specified by the FAA.

- (3) This document constitutes a formal SIR for which an award may be made without further discussions/negotiations. Vendors are to consider all terms and conditions contained in the formal SIR in preparation of their proposals as set forth herein.
- (4) Amendments to Solicitation. If this SIR is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (5) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

### **L.3 Relationship Between Sections L and M**

Your attention is directed to the functional relationship between Sections L and M of this SIR/RFO. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

### **L.4 Cost/Price Proposal**

This documentation should provide sufficient information to determine the relative merits of the offer and the offeror's ability to successfully accomplish a prospective contract.

(i) It is anticipated that price analysis will be based on adequate price competition; therefore, Vendors are not required to submit cost or pricing data with its proposal. However, if after receipt of offers it is determined that adequate price competition does not exist, uncertified, yet detailed, cost or pricing data may be required.

(ii) The Vendor shall provide current, complete and accurate cost or pricing data within ten (10) calendar days after receipt of the contracting officer's request.



### **L.5 Conditions for Evaluation and Acceptance of Offers for Brand Name Mandatory Items**

- (a) The product described in the Specifications of this SIR is that product which the FAA has determined to be acceptable.
- (b) Only one proposal from each Vendor shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

### **L.6 Disposition of Unsuccessful Proposals**

Proposals from unsuccessful Vendors will not be returned. Proposal originals will be retained in the contract file. All other copies will be destroyed by the Contracting Officer.

### **L.7 Request for Modification of Contract Terms and Conditions (Jan 1997)**

Vendors are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If a vendor takes issue with the terms and conditions contained herein, the vendor shall submit a Request for Modification of Terms and Conditions under separate attachment to their proposal. This request should be in vendor's format, on vendor's letterhead, signed by an officer of the company with authority to bind the vendor. The request must include documentation that fully highlights the vendor's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the vendor and incorporated into the document prior to contract award.

#### **3.1.9-1 Electronic Commerce and Signature (July 2007) (July 2007)**

(a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between

- i. Contracts written on paper and contracts in electronic form;
- ii. Pen-and-ink signatures and electronic signatures; and
- iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic commerce to include electronic mail and facsimile.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are letters, brochure, or other descriptive literature only.

### **3.2.4-1 Type of Contract (April 1996)**

The FAA intends to award a Firm-Fixed-Price contract resulting from this Screening Information Request to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors in the solicitation.

### **3.9.1-3 Protest (November 2002)**

**AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:**

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591  
Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (April 2006)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror shall submit its DUNS number, annotated as "DUNS" following its name and address on the cover sheet of its proposal.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at

<http://www.dbis.customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send and e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

## PART IV - SECTION M

## EVALUATION FACTORS FOR AWARD

## 3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses")

## 3.2.4-31       Evaluation of Options (April 1996)

**1.0 INTRODUCTION**

This evaluation will be accomplished pursuant to the requirements of the Federal Aviation Administration (FAA) Acquisition Management System (AMS). The process for selecting a contractor will be evaluated on a "Meets" - "Does Not Meet" bases.

This is a competitive solicitation, which will result in the award of a Firm-Fixed Price (FFP) contract.

(Note: The terms "vendor(s)" and "offeror(s)" are referenced extensively herein and are used interchangeably throughout this document).

**2.0 Evaluation and Award.**

The FAA intends to evaluate proposals and award will to the offerors whose proposal conforms to the terms and conditions of the solicitation and represents the best value to the Government.

A two-part evaluation, technical and cost/price, will be conducted to review the submittals for compliance with the Specifications. Technical and cost/price are equal in importance.

The technical evaluation will be conducted to ensure compliance with the applicable "Brand-Name" Specifications. No alternate solutions will be considered.

The cost/price evaluation will be conducted to assess both the fairness and reasonableness of proposed prices based on GSA contract prices, competition, and historical pricing data.

**3.0 TECHNICAL EVALUATION RATING.** Evaluation of proposals will be on a Meets or Does Not Meet basis.

**3.1       Meets**

Complies with Section C, Specifications.

**3.2       Does Not Meet**

Offering other than the specified Brand-Name Mandatory item specified.

#### **4.2 Cost/Price Analysis**

(a) It is anticipated that proposed prices received in response to this SIR/RFO will be used to determine price fair and reasonableness based on adequate price competition. If reasonableness of price cannot be determined through adequate price competition or by other method(s) of price analysis, the FAA will evaluate additional information required as a result of Provision L.4 herein to establish price reasonableness.

(b) Proposals, whether initial or revised submissions, which are unreasonably low or high may be eliminated from further competition on the grounds of the vendor's failure to comprehend contract requirements.

(c) Proposals that reflect unbalanced prices may be eliminated from further consideration on the basis that such pricing may increase performance risk and could result in payment of unreasonably high prices.

#### **5.0 Contract Award**

Notwithstanding any other provision of this SIR/RFO, award of this contract will be made on the basis of "Best Value to the FAA", with technical and cost/price being equal in importance. The Government's intent is to make a single-award from this SIR; however, the FAA reserves the right to consider multiple awards under this acquisition.